

COLLECTIVE BARGAINING AGREEMENT 2015

Agreement
between
FEDERAL EXPRESS CORPORATION
and
THE AIR LINE PILOTS
in the service of
FEDERAL EXPRESS CORPORATION
as represented by
THE AIR LINE PILOTS ASSOCIATION, INT'L



November 2, 2015

SECTION RECOGNITION, SCOPE AND SUCCESSORSHIP

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A. Recognition

1. In accordance with the National Mediation Board's certification in case number R-6450 dated October 29, 1996, as transferred from the FedEx Pilots Association to the Air Line Pilots Association ("the Association") in File No. C-6762/Case No. R-6450, 29 NMB 320 dated May 29, 2002, the Company recognizes the Association as the duly authorized representative for the specific craft or class of flight deck crew members (hereinafter referred to as "pilots") of the Company covered by the Railway Labor Act ("the RLA").
2. The Company further recognizes that included in the craft or class represented by the Association in conformity with the RLA are those crewmembers on Foreign Duty Assignment ("FDA"), Special International Bid Award ("SIBA") and/or any other international assignment, domicile or location manned by pilots on the Federal Express Master Seniority List.

B. Scope, Operation of Company Aircraft

The Company's revenue flights (including Company revenue charter flights), conducted with aircraft owned, leased, or operated within the domestic or international operations described below, conducted with aircraft over 60,000 lbs. MTOGW, shall be flown only by pilots whose names appear on the Federal Express Master Seniority List in accordance with the terms of the Agreement.

1. "Domestic flights" are all those Company flights wherein all flight legs within a single pairing originate and terminate at cities located solely within the contiguous 48 states.
2. "International flights" are all Company flights which originate from, terminate in or transit the U.S. or its territories via a location outside the contiguous 48 states. International flights also include all flights conducted by any pilots on the Federal Express Master Seniority List assigned to Foreign Duty Assignment ("FDA"), or Special International Bid Award ("SIBA").
3. All Domestic and International revenue flights conducted with aircraft that are owned, leased, or operated by the Company, having a MTOGW of greater than 60,000 lbs., and operated pursuant to the Company's Airline Operating Certificate or any additional Part 121 Airline Operating Certificate obtained by the Company, shall be operated by pilots on the Federal Express Master Seniority List in accordance with the terms of the Agreement. Flying conducted with aircraft at or under 60,000 lbs. MTOGW (commonly referred to as "feeder flying") shall not be substituted for Federal Express trunk flying (over 60,000 lbs. MTOGW) so

125. SYSTEM BOARD OF ADJUSTMENT

The legal proceeding used for resolving disputes growing out of grievances (including discipline under Section 19) or out of the interpretation or application of this Agreement in accordance with Section 204 of the Railway Labor Act, 45 U.S.C. Section 184.

126. SYSTEM-WIDE AVERAGE METRIC (SAM)

The Credit Hour (CH) average of regular and secondary lines, system wide. Secondary lines that are constructed solely with reserve days shall not be included in the average.

127. TIME AWAY FROM BASE (TAFB)

The total hours and minutes a pilot is away from his base, beginning at showtime and ending upon release at his base at the conclusion of his trip.

128. TIME ZONE DIFFERENTIAL (TZD)

The number of hours difference between the time zone in which a duty period begins and the time zone in which it ends.

129. TRAINING FOR PROFICIENCY EVENT

An event to establish, maintain, or demonstrate a pilot's proficiency in which end level proficiency is not required in order to progress (e.g., remedial training). The type and number of maneuvers shall be tailored to the specific objectives. Training may be conducted by any qualified instructor. There are no limits to the number of maneuvers which may be re-accomplished, nor to the training that is conducted within the allotted time for the event.

130. TRAINING TO PROFICIENCY EVENT

A training event to maintain or demonstrate a pilot's proficiency in which end level proficiency is required in order to progress (e.g., SV/ESV/PV/CMV). The type and number of maneuvers shall be tailored to the specific objectives of the training. SV/ESV/PV training may be conducted by any qualified instructor. Unless otherwise specified in this Agreement, CMV training shall be conducted by an Instructor Pilot. There are no limits to the number of maneuvers which may be re-accomplished, nor to the training that is conducted within the allotted time for the event.

131. TRAINING REVIEW BOARD (TRB)

A board established by the Association and the Company for the purpose of reviewing and making decisions and, where appropriate, referrals and recommendations concerning training. The TRB shall be comprised of two members each from the Association and the Company. The TRB members shall consist of the MEC Training Committee Chairman, the MEC Pilot Assistance Group Chairman, the Company's Managing Director of Air Operations Training and the Senior Manager of Flight Standards. If any of the Company's members are not on the Federal Express Pilots' Master Senior-

ity List, the Company will appoint a TRB member who is on the Federal Express Pilots' Master Seniority List. The Association or the Company may appoint a substitute TRB member(s) in any particular case.

132. TRIP

A series of flights normally commencing 1 hour prior to scheduled or re-scheduled departure time from a pilot's base and normally terminating 30 minutes after actual block-in at his base, except as provided in Section 12.A.6. (Operational Trip Return to Base) and 12.B.3. (Standby).

133. TRIP DAY

A day on which any portion of a trip is scheduled to operate.

134. TWO CONSECUTIVE NON-PEAK BID PERIODS

Any bid period with the exception of the November and December bid periods. October and January shall be considered consecutive bid periods.

135. 24-REQUALIFICATION (24-REQUAL)

A training course that is only available to an eligible pilot who was previously activated in his currently awarded/assigned crew status. Any requalification training course having a footprint similar to an ITU footprint shall not qualify as a 24-Requal.

136. 24-DOWNBID TRAINING (24-DOWNBID)

A training course that is only available to an eligible pilot whose currently awarded/assigned crew status is the First Officer seat, in the same aircraft as the Captain seat from which he was awarded/assigned. Any downbid training course having a footprint similar to an ITU footprint shall not qualify as a 24-Downbid.

137. 24-DIFFERENCES TRAINING (24-DIFFERENCES)

A training course that is only available to an eligible pilot whose currently awarded/assigned crew status involves the operation of an aircraft type that the FAA Administrator has determined requires differences training for which the pilot has to bid.

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30 minutes of showtime shall not be considered a standby period but will count as duty.

3. Scheduling of Currency or Qualification Maintenance

A pilot who requires a training or validation/evaluation event in order to maintain currency or qualification may be scheduled for that event on a day(s) previously free from duty with the pilot's consent, provided he is not scheduled to exceed the minimum days off requirement as described in Section 25.D.1.b. The minimum day off requirement may be waived by mutual consent of the pilot and the Company.

F. Pay for Training

Pay for training shall be as provided in Sections 3 and 4 of this Agreement.

G. Performance Standards

1. A pilot shall not have completed CBT/LMS until he scores 100%.
2. The required minimum score on any written or electronic exam is 70%, unless a higher score is required by the FARs or AQP source documents.
3. Validation/evaluation events will be recorded as overall satisfactory (S), unsatisfactory (U), or marked as incomplete (I).
4. If a first validation/evaluation event in any phase is unsuccessful, an instructor's recommendation is required for the second validation/evaluation event in that phase.

H. The Training Review Board (TRB)

1. General Decision-Making

The TRB is established to resolve situations involving individual pilots in training.

The TRB shall be governed by a train to proficiency philosophy for pilots in training. Individual pilots will be dealt with on a case by case basis, without regard to past precedent. If reasonable progress is being made and there is reason to believe the pilot will ultimately be successful, training is usually extended. The overall goal of the TRB is the continuing improvement and quality assurance of the Company's training program. The TRB shall make its decisions and recommendations based on consensus (i.e., Consensus of the Training Review Board).

2. The TRB shall be notified following the failure of any validation/evaluation event or failure to achieve any required recommendations. The appropriate training manager administers remedial training in accordance with TRB prescriptions.
3. The TRB shall meet to consider any of the following situations (for which there are no remedial training prescriptions):
 - a. The election of a pilot to withdraw from training on or after the first day of training;

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- b. A failure of TRB assigned additional training;
 - c. A failure to be recommended for a validation/evaluation event;
 - d. A second failure of an evaluation event;
 - e. A failure to complete recurrent downbid training (Section 11.J.6.);
 - f. At the discretion of the TRB, a failure of an evaluation event while enrolled in the Enhanced Oversight Program (EOP);
 - g. If a pilot is initially covered under the ASAP program, but is ultimately excluded from the program as provided in ASAP MOU paragraph 11.f., his case shall be referred to the TRB for any necessary requalification training (as provided in Section 26.Y.4.); or
 - h. Training irregularities (e.g., ITU, recurrent) that occur during a pilot's probationary period, provided however, that the TRB's involvement does not limit the Company's rights to apply Section 22.B.1.f.
4. Except in extenuating circumstances, the TRB shall confer within 2 business days following the occurrence of an event that requires a TRB meeting.
 - a. The TRB shall conduct activities in strict confidence. TRB meetings shall be restricted to TRB members unless all TRB members agree otherwise, on a case by case basis. If a non-TRB member(s) is permitted at a TRB meeting, such attendee(s) shall be bound by the same confidentiality requirements that are applicable to the TRB members.
 - b. The Company shall provide the TRB members and the pilot with copies of the pilot's training records and any other documents pertaining to the matter no later than 2 business days prior to the TRB meeting.
 - c. The pilot shall have the right to make a presentation and to offer input to the TRB. The pilot may be required to appear before the TRB. Any time a pilot appears before the TRB, at the pilot's request, an Association representative may observe the proceedings during the time of the pilot's presence.
 - d. When necessary, Association TRB members shall be removed from activities to attend TRB meetings as provided in Section 18.A.2.a.
 5. The TRB shall have broad discretion in the action to be taken by individual pilots and the Company. TRB meetings shall occur in the manner agreed upon by TRB members (e.g., in person, telephonically, electronically, etc.). Action may include, but is not limited to:
 - a. Additional training;
 - b. Change of instructor;

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- c. Change of support pilot;
 - d. Change of training times;
 - e. Change of training location;
 - f. Removal of pilot from ITU/recurrent training;
 - g. Crew position freezes;
 - h. Crew position reassignment consistent with the pilot's seniority, based upon the same or a subsequent System Bid;
 - i. Individual plans for requalification training, which may include crew position assignment, duration of freeze, and/or training plan;
 - j. Referral to MEC Pilot Assistance Committee;
 - k. Referral to System Chief Pilot, who shall address his case as circumstances warrant;
 - l. Pilot counseling;
 - m. Enrollment in the EOP;
 - n. Other.
6. In the absence of a consensus concerning TRB recommended actions, the SCP shall use his best efforts to broker a consensus among the members of the TRB. In the event consensus cannot then be reached, the SCP shall determine the resolution. In the event the SCP is not on the Master Seniority List, the Company shall designate a member who is on the Master Seniority List to perform these functions.
 7. If a pilot disagrees with the TRB's decision, the pilot may appeal such to the SCP.
 8. If the TRB authorizes additional training and if, after additional training, the pilot is still unable to progress further in the training program or unable to pass the required tests or validations/evaluations, the pilot's matter will be referred back to the TRB for disposition. When a case has been referred back to the TRB after an earlier decision has not produced the desired results, the TRB may direct additional actions, (including referral to the SCP).
 9. The deliberations and decisions of the TRB shall be non-precedential and shall not be discoverable, referenced or introduced as evidence in any grievance proceeding or arbitration involving any pilot other than the pilot to whom the TRB deliberations and decisions pertain.
 10. Pilots frozen in their crew position or in any way restricted from freely exercising their seniority rights shall not be eligible for System Bid awards for the duration of such freeze. Upon written request from the pilot, the SCP shall review crew position freezes approximately at the midpoint of the freeze for reconsideration.

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account is a notional account held in a non-interest bearing account. Any unused amounts in the HRA at the last to die of the pilot, eligible spouse and eligible surviving dependents will be forfeited. Accounts with minimal balances (\$10 or less) shall be forfeited after six months of account inactivity, once the pilot and the eligible spouse attain Medicare eligibility. Once an eligible pilot or eligible spouse elects the HRA Retiree Only Option, that participant is not allowed to elect any other option under the Retiree Group Health Plan for Pilots.

I. Premium Reimbursement Plan (Post-Medicare)

1. [Reserved]
2. The Association shall continue to sponsor and maintain a post-Medicare retiree health plan and Voluntary Employees' Beneficiary Association ("VEBA"). Effective January 1, 2014, the plan shall be known as the Premium Reimbursement Plan (PRP). The PRP and VEBA are collectively bargained for purposes of Internal Revenue Code ("Code") §§419 and 419A.
3. Effective with respect to credit hours paid on or after November 2, 2015, the Company will contribute to the VEBA \$1.00, plus an additional \$0.05 on the first day of each November bid period thereafter, for each paid credit hour for each pilot having a Master Seniority List number (which would otherwise be paid to the pilot in cash) as the pilot's ongoing monthly contribution to the PRP/VEBA. The Company shall remit such contributions to the VEBA no later than the 15th day of the calendar month following the calendar month during which the credit hours were actually paid. On the effective date of the Company's contribution of \$1.00 (increased, as provided above) per paid credit hour, the hourly pay rates agreed upon for pilots will be established as book rates. Actual pay rates will be decreased by the per hour contribution specified above. All retirement and welfare benefits based on pay will be based on pay determined under the book rates. The purpose of this provision is to allow the ongoing monthly VEBA contributions per paid credit hour to be funded out of compensation that would otherwise be paid directly to pilots in cash.
4. The PRP and VEBA will be administered by the Administrative Board (Board), which will be composed of three or four members, as determined by the Association. If the Board is composed of three members, each member will be a regular voting member. If the Board is composed of four members, three will be regular voting members and one will be an alternate member who will be a voting member in the absence of one of the regular members. The President of the Association will appoint and remove all members, based on the recommendations of the FedEx MEC. Any member may be an active pilot or a retired pilot; however, there must be at least one active pilot. A quorum is established by three members. Decisions of the Board will be made

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by majority of the three members voting. The Board will select, monitor and replace all vendors and other providers of services to the PRP and VEBA. The Board will determine the investment policy and will have full responsibility for investment of the VEBA funds. Board members are fiduciaries subject to ERISA's standards of conduct for fiduciaries. The Board will determine the reasonable administrative expenses which may be paid by the PRP/VEBA.

5. The Association will prepare and adopt the PRP and VEBA documents. The Association shall have the sole power to amend the PRP and VEBA at any time, without the Company's consent, provided that no modification (i) shall conflict with the terms of this Agreement, or (ii) shall increase the obligations of the Company under this Agreement without the Company's consent.
6. The PRP will provide a retired pilot, and the retired pilot's spouse or surviving spouse and the retired pilot's eligible child with reimbursement of the amount incurred by the individual to obtain coverage under a Medicare Supplemental policy, a Medicare Advantage Plan, Medicare Part D, and/or Tricare, or other available post-Medicare coverage as determined by the Board, up to a maximum monthly reimbursement as determined by the Board. The CBA's grievance procedures will not apply to any individual benefit claims or appeals of individual benefit claims under the PRP.
7. Any assets remaining in the VEBA in the event of termination of the PRP will be distributed to the following individuals, in such shares as determined by the Board:
 - a. Retired pilots participating in the PRP upon termination of the PRP;
 - b. Retired pilots who would have participated in the PRP but who, as of termination of the PRP, have not yet attained Medicare eligibility age;
 - c. Pilots on whose behalf the Company has remitted any monthly contributions;
 - d. Survivors participating in the PRP upon termination of the PRP.
8. The following retired pilots, eligible spouses and eligible dependents, and eligible survivors, shall be eligible to participate in the PRP ("Eligible Individuals"):
 - a. A retired pilot who has attained Medicare eligibility age, and the retired pilot's eligible spouse who has attained Medicare eligibility age, are eligible for coverage under the PRP if the pilot retires on or after February 4, 1999, after having satisfied the age and service eligibility requirements for retiree health coverage under the Retiree Group Health Plan for Pilots. The retired pilot's eligible spouse and

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eligible dependents who are not eligible for Medicare will remain in the Retiree Group Health Plan for Pilots until they are either eligible for Medicare, then enter the PRP, or in the case of a dependent child, cease to be eligible for coverage under the Retiree Group Health Plan for Pilots.

- b. **Pilot's Eligible Surviving Spouse and Eligible Surviving Dependents.** A pilot's eligible surviving spouse or eligible surviving dependent who has attained Medicare eligibility age is eligible for coverage under the PRP if the pilot:
 - i. Retired on or after February 4, 1999, after having satisfied the age and service eligibility requirements for coverage under the Retiree Group Health Plan for Pilots; or
 - ii. Died on or after October 30, 2006, while on the Master Seniority List, after having satisfied the age and service eligibility requirements for coverage under the Retiree Group Health Plan for Pilots.
 - c. The eligibility of a retired pilot or such pilot's eligible spouse or eligible dependent for coverage under the PRP will begin when that individual attains Medicare age. An Eligible Individual may defer or suspend coverage, and in such event, may commence or resume coverage at a later date, in accordance with procedures determined by the Board.
 - d. Effective for pilots who retire after November 2, 2015, or for a surviving spouse or surviving dependent of a retiree health eligible pilot who dies after November 2, 2015, it is not necessary for an individual to be covered under a Company-sponsored health plan immediately prior to coverage under the PRP.
 - e. The Board will establish guidelines for opt-out, deferral, suspension and termination of enrollment.
9. With the exception of the remittance of contributions on behalf of pilots as described in Section 27.1.3. above, the Company will have no administrative responsibility for the PRP and/or VEBA. However, the Company will provide to the Board such relevant data as is readily available from the Company's records (or its vendors' records) and which is necessary or appropriate for the Administrative Board's proper administration of the PRP.

The Company will make its best efforts to inform the Board of the death of any retired pilots, spouses and dependents, and authorizes the Board to make requests of the Plan administrator of the FedEx Corporation Employees' Pension Plan. The Company shall have no further responsibility regarding the determination of an Eligible Individual's eligibility for coverage under the PRP.

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10. The parties agree that at the time this Agreement becomes amendable, the Association and the Company will negotiate further with respect to appropriate future contributions to the VEBA. Ninety days prior to the amendable date, the Association agrees to provide (or have the vendor provide) relevant data, information, claim experience, etc. to the Company in anticipation of and solely with respect to these negotiations.

J. Disability Plan

1. Except as provided herein, the terms and conditions of the Federal Express Corporation Long Term Disability Plan for Pilots (the "LTD Plan") shall remain the same and shall not be amended without the consent of the Association, which consent shall not be unreasonably withheld.
2. A pilot shall be eligible for LTD Plan benefits upon exhaustion of his regular and disability sick accounts, as described in Section 14, or upon his experiencing a seat change or upon moving to a non-pilot position because of disability, as described in the LTD Plan. Except as provided in Section 27.J.7., disability benefits paid to pilots who are disabled prior to October 30, 2006, shall be governed by the terms of the disability plans in effect on the date of commencement of the disability. Pilots who become disabled on or after October 30, 2006, shall be governed by the provisions below.
3. LTD Plan benefits payable to a pilot whose disability commences on or after October 30, 2006, shall equal 60% of monthly earnings, as described in Section 27.J.6., for the first 24 months that a pilot is eligible to receive benefits under the LTD Plan, subject to the limits in Section 27.J.7. Thereafter, benefits payable to a pilot who becomes disabled and continues to have an occupational disability shall equal 50% of monthly earnings, as described in Section 27.J.6., and subject to the limits in Section 27.J.7. Such benefits shall be paid through the earlier of the date on which such pilot (1) ceases to be disabled, or (2) the date on which the pilot attains age 65.
4. In order for a pilot to continue to be eligible for a disability benefit under the LTD Plan, the pilot must fully cooperate with the Claims Paying Administrator, in coordination with the Aeromedical Advisor, and must diligently seek restoration of any required license or medical certificate to allow the pilot to return to work.
5. The Company shall pay the full cost of such coverage.
6. Monthly earnings shall continue to be defined as a pilot's basic monthly compensation, i.e., the 12 highest consecutive months out of the 36 consecutive months preceding the disability period.
7. A pilot's monthly LTD Plan benefit during the first 24 months of disability may not exceed 60% of the monthly compensation limit set forth in Code § 401(a)(17). A pilot's monthly LTD Plan benefit following the

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- iii. The decision of the neutral referee will be requested within 30 days after the hearing of the appeal unless otherwise agreed by the pilot and the Association's Legal Department Director and will be final and binding on all parties to the dispute. The fees, charges and other reasonable expenses of such neutral referee will be paid equally by the pilot and the Association.
5. The Company will be considered to have satisfied the requirements and standards for just cause discharge under this Agreement when a pilot is separated from employment under the provisions of this Section.
6. The Association agrees to indemnify, defend, and hold the Company harmless from any claims filed in any forum by or on behalf of any pilot relating to or arising out of any action taken by the Company pursuant to the terms of this Section.
7. Time limits and meeting dates set forth in this Section may be modified, orally or in writing, by agreement of the Company and ALPA. Oral agreements will be confirmed in writing as soon as practicable. Requests for modification of time limits or meeting dates will not be unreasonably denied.
8. The Association will provide the Company with written notice of any change in dues or assessment amounts as soon as practicable after such change is known.
9. Delivery of all notices, letters, decisions and appeals pursuant to Section 29 shall be made in person, by Federal Express Overnight Letter, by certified mail, return receipt requested or by other methods which provide verification of receipt. Notice to the Company shall be sent to the Vice President, Flight Operations, or his designee, and the designated Company official in Labor Relations, as set forth in the provisions of this Agreement. Notice to ALPA shall be sent to the Vice President - Finance, 535 Herndon Parkway, Herndon, VA 20170. Notice to pilots shall be sent to a pilot's permanent, primary address. As provided in Section 26.N.2., a pilot must keep his permanent, primary address current. Such information shall be shared electronically with the Association pursuant to Section 26.R. and will be used for correspondence under this section. The notice of delinquency under this paragraph will be deemed to be received by the pilot on the fifth day after its postmark date of mailing, when mailed by the Association by Certified Mail, Return Receipt Requested, or by FedEx Overnight Letter, to such pilot's permanent, primary address.

B. Check Off

1. The Company agrees to deduct from the pay of each employee covered by the Agreement, and remit to the Association promptly upon such deduction, membership dues, assessments by the Association,

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assessments by the FedEx MEC, insurance premiums, and service charges uniformly levied, in accordance with the Constitution and By-Laws of the Association, all as prescribed by the Railway Labor Act, as amended, provided such employee voluntarily executes authorization on a form (checkoff form) supplied by the Association. An example of such checkoff form is provided below. If technical or space limitations preclude a complete listing of all the itemized deductions on a pilot's payroll stub, some Association deductions may be combined on the stub entry, if and where possible, or the parties may meet and consult to determine the appropriate method to satisfy the limitation problem.

2. All checkoff forms shall be submitted to the Association's Membership and Council Services Department, which shall forward the original to the Company's designated representative. Checkoff forms so received by the Company's designated representative shall be stamp-dated on the date received and shall constitute notice to the Company on the date received and not when mailed. A properly executed checkoff form shall become effective as of the first payroll period of a calendar month commencing 15 days following its receipt by the Company. In accordance with applicable law, the Association will conform requests for payroll deductions to valid checkoff forms.
3. Any notice of revocation as set forth in the checkoff form must be in writing, signed by the pilot, and submitted to the Association's Supervisor, Membership and Council Services Department by Certified Mail, Return Receipt Requested, with a copy to the FedEx MEC Secretary-Treasurer. The Association's Membership and Council Services Department shall forward the original to the Company's designated representative. Notices of revocation are effective as of the first payroll period of a calendar month commencing 15 days following receipt of such revocation by the Association.
4. The Company shall collect dues and assessments from pilots who elected dues and assessments checkoff in the paychecks issued on the 15th and last day of each month and any "off-cycle" paychecks. Following the processing of payroll on the 15th and last day of each month, the Company shall remit to the Association the funds collected pursuant to this provision since the previous remittance.
5. The Company shall forward an electronic record of each deduction type (dues, assessments, service charges (not including assessments), insurance premiums, and arrangement plans). The record shall identify the date of the covered payroll period, each pilot for whom an Association-related deduction was made, each pilot's employee number, and the amount of each pilot's deduction. The electronic record for dues and service charge deductions shall also include the amount of a pilot's earnings during the current payroll cycle that are subject to dues.

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6. A pilot's checkoff form shall be deemed to have been revoked effective upon:
 - a. such pilot's resignation or termination from Company employment as a pilot; or
 - b. such pilot's furlough pursuant to Section 23; or
 - c. the Company's receipt of a pilot's written notice of revocation as provided in Section 29.B.3.

Further deductions for such pilot, if any, shall be made only upon execution and receipt of another checkoff form, except that a furlougee shall have deductions begin again upon his return to active service, unless he provides written notice of revocation as provided above.

7. This Agreement shall not be construed to revoke or cancel any FedEx checkoff form executed prior to the effective date of the Agreement.
8. Collection of any back dues owed at the time of starting deductions for any employee, collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues in the specified pay period and dues owed because of errors by ALPA in the accounting procedure will be the responsibility of the Association and not the Company. The Association will make every effort to verify apparent errors with the individual Association member or pilot employee before contacting the Company's designated representative for dues and service charge deduction issues. In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association's Constitution and By-Laws or Section 29 of this Agreement, refunds to the employees will be made by the Association.

C. Annual Income

On an annual basis and within 45 days of the end of each calendar year, the Company will furnish the FedEx MEC Secretary-Treasurer and the Association's Supervisor, Membership and Council Services Department with an electronic compilation of the annual income for each pilot who, as limited by the letter regarding Transition to Union Security dated August 26, 2006, and Section 29.A.2., is subject to this provision.

SECTION
EFFECT ON PRIOR AGREEMENTS,
EFFECTIVE DATE AND DURATION

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A. Effect on Prior Agreements

This Agreement is the full and complete agreement between the parties concerning rates of pay, rules and working conditions of the pilots. Except as set forth in Section 31.A.1. and 2., this Agreement supersedes and renders null and void the Flight Crewmembers' Handbook and all agreements with respect to rates of pay, rules, or working conditions, entered into prior to the execution of this Agreement between the Company and the Association, or between the Company and any individual in the craft or class which the Association represents.

1. The following Letters of Agreement (LOA) or Memoranda of Understanding (MOU) entered into by the parties during the term(s) of the parties' predecessor agreement(s) remain in effect as part of this Agreement:
 - a. Aviation Safety Action Program for Flight Deck Crewmembers (ASAP) MOU (2014)
 - b. Introduction of B767F Aircraft LOA (2013)
 - c. Flight Operational Quality Assurance Program (FOQA) LOA (2011)
 - d. Iraq and Afghanistan Flying LOA (2011)
 - e. Collection of Human Performance/Alertness Data MOU (2011)
 - f. Line Operations Safety Audit (LOSA) MOU (2010)
 - g. Special Provisions Related to Anchorage Domicile Moves for Pilots LOA (2006)
 - h. Civil Reserve Air Fleet LOA (2003)
 - i. Professional Standards LOA (2000)
 - j. Safety LOA (2000)
 - k. Maximum Open Time LOA (1999)
 - l. Anchorage and Subic Return Moves LOA (1999)
2. An interpretation of a term of the parties' predecessor collective bargaining agreement (including the Letters of Agreement and Memoranda of Understanding listed in Section 31.A.1. above) remains in effect as part of this Agreement (subject to the durational terms, if any, of the document(s) memorializing such interpretation(s)) if (i) such term is not materially changed in this Agreement and (ii):
 - a. The interpretation was set forth in, and was necessary to the holding of, a grievance award; or
 - b. A mutually agreed interpretation was set forth in a written grievance settlement to which the Company and Association are parties; or

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- c. A mutually agreed interpretation was set forth in a written agreement to which the Company and the Association are parties.

B. Subsequent Agreements

An agreement between the Company and Association entered into after execution of this Agreement affecting rates of pay, rules, or working conditions of a pilot will be effective only if in writing and signed by authorized representatives of the Company and the Association.

C. Effective Date and Duration

1. Except as expressly provided below or elsewhere in this Agreement or in the Implementation and Transition Letter of Agreement, this Agreement shall become effective on November 2, 2015 (the first day of the November 2015 bid period), and shall continue in full force and effect through the last day of the October 2021 bid period and shall renew itself without change through the end of each October bid period thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least 30 days but not more than 180 days prior to the last day of the October 2021 bid period or the last day of the October bid period in any year thereafter.
2. Notwithstanding the duration clause set forth in Section 31.C.1. above, either party may, at its election, exercise early reopening of this Agreement if, during the term of this Agreement, the Company becomes subject to Federal Aviation Administration (FAA) flight and duty time regulations that have a material, adverse impact on the Company's costs.
 - a. In order for the Company to reopen the Agreement early pursuant to Section 31.C.2., the Company must deliver written notice of early reopening to the Association's MEC Chairman. In order for the Association to reopen the Agreement early pursuant to Section 31.C.2., the Association must deliver written notice of early reopening to the Vice President, Labor Relations. In no event, however, shall either party deliver a written notice of early reopening pursuant to Section 31.C.2.a. to the other party during the October or November bid periods.
 - b. If either party elects to exercise early reopening of this Agreement pursuant to Section 31.C.2., the Agreement shall become amendable on the 180th day following the delivery of a party's written notice of early reopening to the other party.
 - c. The parties shall initiate negotiations required by Section 6, Title I of the Railway Labor Act, as amended, within 30 days of the delivery of a notice of early reopening in accordance with Section 31.C.2.a.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 2nd day of November, 2015.

FOR THE COMPANY:

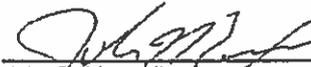
FOR THE ASSOCIATION:



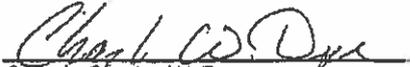
Captain James L. Bowman
Senior Vice President,
Flight Operations



Captain Timothy G. Cahill
President
Air Line Pilots Association, International



John D. Maxwell
Vice President, Labor Relations



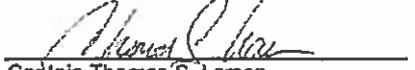
Captain Charles W. Dyer
Chairman, FedEx MEC
Air Line Pilots Association, International

WITNESS:

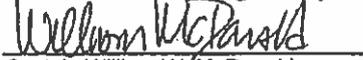
WITNESS:



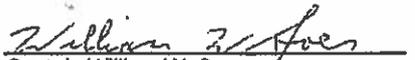
William J. House
Managing Director, Flight Operations
Crew Resource Planning & Analysis



Captain Thomas S. Larsen
Chairman, MEC Negotiating Committee



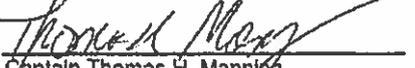
Captain William W. McDonald
Managing Director, Flight Operations
Contract Administration



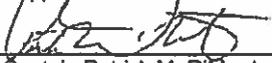
Captain William W. Soer
MEC Negotiating Committee



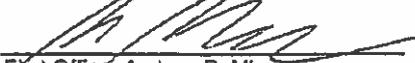
A. Alexander Antonian
Managing Director, Flight Operations
Support



Captain Thomas H. Manning
MEC Negotiating Committee



Captain Patrick M. DiMento
Assistant Chief Pilot



First Officer Andrew D. Minney
MEC Negotiating Committee